

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Docket HWCA 20030271

P.W. Stephens, Inc.
15201 Pipeline Lane, Suite
B
Huntington Beach, CA 92649

CONSENT ORDER

Health and Safety Code
Section 25187

EPA ID No. CAD 982 472 854
and
EPA ID No. CAR 000 050 815

Respondent.

The State Department of Toxic Substances Control
(Department) and P.W. Stephens, Inc. (Respondent) enter into this
Consent Order and agree as follows:

1. Respondent transports hazardous waste.
2. The Department inspected the Site on April 10, 2003.

1 3. The Department alleges the following violation:

2 3.1. The Respondent violated Health and Safety Code
3 section 25201, subdivision (a) in that at various times in 2002 and
4 2003 Respondent stored bags of waste friable asbestos, a hazardous
5 waste, over ten days without a permit or other grant of
6 authorization from the Department.

7 4. A dispute exists regarding the alleged violation.

8 5. The parties wish to avoid the expense of litigation
9 and to ensure prompt compliance.

10 6. Jurisdiction exists pursuant to Health and Safety
11 Code section 25187.

12 7. Respondent waives any right to a hearing in this
13 matter.

14 8. This Consent Order shall constitute full settlement
15 of the violation alleged above, but does not limit the Department
16 from taking appropriate enforcement action concerning other
17 violations.

18 9. Respondent admits the violation described above.

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20 SCHEDULE FOR COMPLIANCE

21 10. Respondent shall comply with the following:

22 10.1. Respondent has corrected the violation cited above.
23 Respondent shall operate hereafter in a manner that shall prevent
24 recurrences of the violation cited herein.

25 10.2. Submittals: All submittals from Respondent
26 pursuant to this Consent Order shall be sent to:

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1 Robert Kou, Unit Chief
2 Statewide Compliance Division
3 Department of Toxic Substances Control
4 1011 North Grandview Avenue
5 Glendale, CA 91201

6 10.3. Communications: All approvals and decisions of
7 the Department made regarding such submittals and notifications
8 shall be communicated to Respondent in writing by a Branch Chief,
9 Department of Toxic Substances Control, or his/her designee. No
10 informal advice, guidance, suggestions, or comments by the
11 Department regarding reports, plans, specifications, schedules, or
12 any other writings by Respondent shall be construed to relieve
13 Respondent of its obligation to obtain such formal approvals as may
14 be required.

15 10.4. Department Review and Approval: If the Department
16 determines that any report, plan, schedule, or other document
17 submitted for approval pursuant to this Consent Order fails to
18 comply with the Order or fails to protect public health or safety
19 or the environment, the Department may return the document to
20 Respondent with recommended changes and a date by which Respondent
21 must submit to the Department a revised document incorporating the
22 recommended changes.

23 10.5. Compliance with Applicable Laws: Respondent shall
24 carry out this Order in compliance with all local, State, and
25 federal requirements, including but not limited to requirements to
26 obtain permits and to assure worker safety.

27 10.6. Endangerment during Implementation: In the event
28 that the Department determines that any circumstances or activity

1 (whether or not pursued in compliance with this Consent Order) are
2 creating an imminent or substantial endangerment to the health or
3 welfare of people on the site or in the surrounding area or to the
4 environment, the Department may order Respondent to stop further
5 implementation for such period of time as needed to abate the
6 endangerment. Any deadline in this Consent Order directly affected
7 by a Stop Work Order under this section shall be extended for the
8 term of such Stop Work Order.

9 10.7. Liability: Nothing in this Consent Order shall
10 constitute or be construed as a satisfaction or release from
11 liability for any conditions or claims arising as a result of past,
12 current, or future operations of Respondent, except as provided in
13 this Consent Order. Notwithstanding compliance with the terms of
14 this Consent Order, Respondent may be required to take further
15 actions as are necessary to protect public health or welfare or the
16 environment.

17 10.8. Site Access: Access to the Site shall be provided
18 at all reasonable times to employees, contractors, and consultants
19 of the Department, and any agency having jurisdiction. Nothing in
20 this Consent Order is intended to limit in any way the right of
21 entry or inspection that any agency may otherwise have by operation
22 of any law. The Department and its authorized representatives may
23 enter and move freely about all property at the Site at all
24 reasonable times for purposes including but not limited to:
25 inspecting records, operating logs, and contracts relating to the
26 Site; reviewing the progress of Respondent in carrying out the
27 terms of this Consent Order; and conducting such tests as the
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1 Department may deem necessary. Respondent shall permit such
2 persons to inspect and copy all records, documents, and other
3 writings, including all sampling and monitoring data, in any way
4 pertaining to work undertaken pursuant to this Consent Order.

5 10.9. Sampling, Data, and Document Availability:

6 Respondent shall permit the Department and its authorized
7 representatives to inspect and copy all sampling, testing,
8 monitoring, and other data generated by Respondent or on
9 Respondent's behalf in any way pertaining to work undertaken
10 pursuant to this Consent Order. Respondent shall allow the
11 Department and its authorized representatives to take duplicates
12 of any samples collected by Respondent pursuant to this Consent
13 Order. Respondent shall maintain a central depository of the data,
14 reports, and other documents prepared pursuant to this Consent
15 Order. All such data, reports, and other documents shall be
16 preserved by Respondent for a minimum of six years after the
17 conclusion of all activities under this Consent Order. If the
18 Department requests that some or all of these documents be
19 preserved for a longer period of time, Respondent shall either
20 comply with that request, deliver the documents to the Department,
21 or permit the Department to copy the documents prior to
22 destruction. Respondent shall notify the Department in writing at
23 least six months prior to destroying any documents prepared
24 pursuant to this Consent Order.

25 10.10. Government Liabilities: The State of California
26 shall not be liable for injuries or damages to persons or property
27 resulting from acts or omissions by Respondent or related parties
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1 specified in paragraph 12.3, in carrying out activities pursuant
2 to this Consent Order, nor shall the State of California be held
3 as a party to any contract entered into by Respondent or its agents
4 in carrying out activities pursuant to this Consent Order.

5 10.11. Incorporation of Plans and Reports: All plans,
6 schedules, and reports that require Department approval and are
7 submitted by Respondent pursuant to this Consent Order are
8 incorporated in this Consent Order upon approval by the Department.

9 10.12. Extension Requests: If Respondent is unable to
10 perform any activity or submit any document within the time
11 required under this Consent Order, the Respondent may, prior to
12 expiration of the time, request an extension of time in writing.
13 The extension request shall include a justification for the delay.

14 10.13. Extension Approvals: If the Department
15 determines that good cause exists for an extension, it will grant
16 the request and specify in writing a new compliance schedule.

17 PAYMENTS

18 11. Respondent shall pay the Department a total sum of
19 \$7,000.00 in penalties. The payments shall be paid in two (2)
20 installment of \$3,500 each. The two installments are due and
21 payable as follows: on October 1, 2003; and on November 1, 2003.
22 Any installment payment that is received by the Department more
23 than 15 days after it is due will be subject to a \$250 penalty,
24 such penalty shall be paid by Respondent no later than the due date
25 of the next installment payment. If Respondent fails to make a
26 full installment payment within thirty (30) days of its due date,
27 then the Department, at its option, may declare the entire balance

1 of the outstanding penalty due and owing. If Respondent fails to
2 make any payment timely as provided above, Respondent agrees to pay
3 interest thereon at the rate established pursuant to Health and
4 Safety Code section 25360.1. Respondent further agrees to pay all
5 costs and attorney's fees incurred by the Department in pursuing
6 the collection of any sums the payment of which becomes delinquent
7 hereunder. Respondent's checks shall be made payable to Department
8 of Toxic Substances Control, and shall be delivered together with
9 the attached Payment Voucher to:

10 Department of Toxic Substances Control
11 Accounting Office
12 1001 I Street
13 P. O. Box 806
14 Sacramento, California 95812-0806

15 A photocopy of the checks shall be sent to:

16 Robert Kou, Unit Chief
17 Southern California Branch
18 Statewide Compliance Division
19 Department of Toxic Substances Control
20 1011 North Grandview Avenue
21 Glendale, California 91201

22 The Respondent hereby agrees to send Paul De La Rosa to
23 the specified California Compliance School, Modules I through IV.
24 Attendance must be completed and Respondent must submit a
25 Certificate of Satisfactory Completion issued by the California
26 Compliance School to the Department within 185 days of the date of
27 this Order. In recognition of this educational investment, the
28 penalty imposed by this Order has been reduced by \$4,000.00 if Paul
De La Rosa completes the specified modules and the Department

1 receives the Certificate of Satisfactory Completion within 185 days
2 of the effective date of this Order. If Respondent fails to submit
3 the Certificate as required, the penalty of \$4,000.00 is due and
4 payable with 30 days after 185 day period expires. The 185 day
5 period may be extended by the Department upon written request
6 demonstrating good cause from Respondent.

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9 OTHER PROVISIONS

10 12.1. Additional Enforcement Actions: By agreeing to
11 this Consent Order, the Department does not waive the right to take
12 further enforcement actions, except to the extent provided in this
13 Consent Order.

14 12.2. Penalties for Noncompliance: Failure to comply
15 with the terms of this Consent Order may subject Respondent to
16 civil penalties and/or punitive damages for any costs incurred by
17 the Department or other government agencies as a result of such
18 failure, as provided by Health and Safety Code section 25188 and
19 other applicable provisions of law.

20 12.3. Parties Bound: This Consent Order shall apply to
21 and be binding upon Respondent and its officers, directors, agents,
22 receivers, trustees, employees, contractors, consultants,
23 successors, and assignees, including but not limited to
24 individuals, partners, and subsidiary and parent corporations, and
25 upon the Department and any successor agency that may have
26 responsibility for and jurisdiction over the subject matter of this
27 Consent Order.

1 12.4. Effective Date: The effective date of this
2 Consent Order is the date it is signed by the Department.

3 12.5. Integration: This agreement constitutes the entire
4 agreement between the parties and may not be amended, supplemented,
5 or modified, except as provided in this agreement.

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7 Notices under this paragraph are subject to paragraph 10.2.

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16 Dated: 08/14/2003

ORIGINAL SIGNED BY RESPONDENT

17 Signature of Respondent's
18 Respondent

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ORIGINAL SIGNED BY SCOTT JOHNSON PRESIDENT

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21 Typed or Printed Name and
22 Title of Respondents
 Representative

23 Dated: 08/21/2003

ORIGINAL SIGNED BY ROBERT KOU

24 Robert Kou, Unit Chief
25 Statewide Compliance Division
26 Department of Toxic Substances
 Control

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